

NBK Norwich Bathrooms & Kitchens

Installation and Company Terms and Conditions

1. Payment Terms

- 1.1. Deposit Payment:** A 50% deposit, based on your total project cost (either estimated or finalised), is required at the time of booking your installation start date. This payment facilitates a contract between the client (the customer) and NBK (the company). Your deposit payment secures your installation date and also ensures the management of your project commences.
- 1.2. Second Payment:** 40% of your total project cost is payable two weeks prior to the agreed installation start date.
- 1.3. Final Payment:** Your final payment is due on satisfactory completion of your project and is made up of the remaining 10% of your total project cost plus any changes (that have incurred additional costs) made during your installation as highlighted on your installation changes tracker* (issued with your final invoice).
- 1.4. Holding Deposits:** Holding deposits are a way to secure your installation start date prior to your project presentation at one of our showrooms. Holding deposits are issued at 20% of your estimated project cost and are fully refundable at the point of presentation should you decide not to go ahead with your project. The value of your holding deposit will be deducted from your 50% deposit payment which will be issued at the point of project presentation, usually at one of our showrooms.
- 1.5. Payment Methods:** We accept debit & credit cards, plus direct transfer payments (BACs) directly to our bank account. Our bank details can be found on the footer of your invoice. All prices quoted include VAT at the current rate of 20%. **Please note, we do not accept cheques.**
- 1.6. Materials and Products:** All materials and products remain the property of the company until the project balance is paid in full.
- 1.7. Special Order and Custom Made Items:** For example, hand made cabinets, bespoke painted kitchens, most tiles, other bespoke or unusual items (please ask in store for more details) may require full payment on placement of the order and are always non-refundable. All items that are returnable are subject to restocking charges should you change your mind so please ensure you are happy with your item prior to your final specification meeting as we are unable to waive restocking fees.

**NBK uses a document called the Installation Changes tracker; this document allows us to keep track of any additional costs incurred during your project and it is available to view at any time throughout your project. Additional costs can arise from additional work the client has requested, or unforeseen works that are necessary to allow the project to proceed/be completed.*



Limited Company Name: Pendleton Bathroom Design Limited T/A NBK **Trading Address:** Unit D9, Pinetrees Business Park, Pinetrees Road, Norwich, NR7 9BB (Head Office), 2 Heigham Street, Norwich, NR2 4TE (Showroom), Inspire House, 1 Vinces Road, Diss, IP22 4HQ (Showroom) **Registered Address:** D9 Pinetrees Road, Norwich, NR7 9BB **Registered Company Number:** 4748540 **Area Registered:** England and Wales **Vat Number:** 812388922 **Email Address:** sales@n-b-k.co.uk **Contact Number:** 01603 219957 / 01379 640812

2. Products

- 2.1. We only fit the kitchen & bathroom products we supply. This ensures a smooth supply chain during the installation and also ensures NBK provides its customers with tried and tested products. ***See workmanship guarantee terms & conditions for further details.***
- 2.2. Occasionally, a chosen product may be out of stock at the point of ordering and you may be asked to look at alternative items.
- 2.3. NBK carries out a quality check of products prior to us delivering to your installation address, however, it is not always possible to identify product defects at this stage. If we discover a product defect during your installation, we will arrange a replacement as soon as possible. Occasionally, an alternative may need to be chosen due to reasons outside of our control.
- 2.4. Delivery of replacement items to NBK is dependent on supplier dispatch times and stock levels which in turn can occasionally cause a delay. NBK cannot be held responsible for product manufacturing issues, however, we will act in your best interests in order to keep your installation running as smoothly as possible.
- 2.5. In the unlikely event that you encounter a problem with any product supplied, please contact us immediately and we will assess if the problem is covered by our workmanship guarantee or is due to a manufacturing fault, in which case a replacement can be sought from them directly.
- 2.6. Your quotation / cost sheet lists all of the products to be ordered on your behalf and by paying your deposit you are agreeing to the quantities and items to be ordered. Therefore, if changes or additions are required after the order is placed, this will be treated as an additional order for which payment is required, usually added to your installation changes tracker.
- 2.7. Any 'Special Order' products will be highlighted to you during the quoting & design stages. These products are usually made individually to your specification and as such we are unable to accept any changes, cancellations or returns if the manufacturing of the order has been processed. This does not affect your statutory rights.
- 2.8. If an item is ordered and you later decide it is not required, an invoice will be raised to cover the manufacturers re-stocking fee (usually a minimum of 25%) and any collection or delivery charges. Occasionally, restocking of non-special order items is not available and in these instances, a refund for the product is unlikely. However, if the product can be specified on another project then we will endeavor to ensure this takes place and a refund is processed.
- 2.9. In the unlikely event you experience a product-related problem after the completion of your installation, you must contact us first. Failure to do so will invalidate your workmanship guarantee. For the avoidance of doubt, we will not be liable for any third-party costs unless we have expressly agreed to them in writing (an email from us being sufficient in such circumstances).
- 2.10. Product cleaning guidelines must be followed to ensure longevity of use. Aggressive cleaners will cause damage to the product and will void any



manufacturer warranties. Products must be returned to the showroom for manufacturer tests to be carried out. Replacements can be installed during the processing of the tests and a refund will be issued should tests confirm the product is faulty. *See **workmanship guarantee terms & conditions for further details.***

- 2.11. Any product delivered to your home and noted by you as damaged must be reported to us within 72 hours of delivery and will be dealt with under the manufacturer's warranty. A replacement will then be sourced as swiftly as possible and will always be reliant on supplier stock levels.
- 2.12. We shall have no liability to you in respect of any delay or failure to deliver a product due to circumstances beyond our reasonable control, including (and without limitation) delay or failure caused by adverse weather, strikes or transport problems, manufacturing issues.
- 2.13. All products supplied have their own guarantee and the invoice from NBK is proof of purchase. *See **workmanship guarantee terms & conditions for further details.***
- 2.14. Should we be asked to fit any bathroom or kitchen products not supplied by ourselves, this will be at our discretion and our workmanship guarantee will not usually apply for those products.
- 2.15. NBK can only install customer supplied products to the best of our ability and a high standard of finish cannot necessarily be guaranteed due to product limitations.

3. Tiles & Flooring

- 3.1. Our installation cost includes the fixing of your chosen tiles & flooring.
- 3.2. We endeavour to calculate the correct amount of tiles & flooring required for your project, including an additional amount to cover cuts and wastage. Additional tiles & flooring may be required during the installation depending on the tile size, room layout, cuts and customer requirements.
- 3.3. In the event that additional products are required, these products will be charged as per your original quotation.
- 3.4. At the end of the installation, a small quantity of products may be left over and these cannot usually be returned or refunded.
- 3.5. There are a number of tiles in our range which will incur additional fitting costs due to the extra time required to install them. This cost will be discussed with you prior to the installation starting.
 - 3.5.1. Any tile smaller than 150mm x 150mm i.e. mosaics / metro tiles
 - 3.5.2. Tiles larger than 600mm x 300mm
 - 3.5.3. Porcelain tiles of any size and natural stone tiles
- 3.6. Some of our tile & flooring ranges will incur a delivery cost; this will always be included in your project costings.
- 3.7. **Floor tiles:** Our fitters always use high quality tile adhesive and although flexible by design, sometimes cracks can appear in grout lines (only usually applicable on wooden floors, but can be occasionally present on solid floors),



due to natural movement. Our fitters allow for this by laying a plywood substrate to the floor and using special anticrack matting and flexible adhesive as standard. In such circumstances we cannot guarantee that cracks will not occur.

- 3.8. Please note, we typically only supply & fit tiles from our approved partners. In the event that you would like to purchase tiles & flooring elsewhere, you are welcome to do so (subject to the product meeting our approval), however please note that this will carry a handling charge (usually 25%). The client will also be responsible for ordering the tiles, quality checking and ensuring that the correct quantity is present and ready for the installation date.
- 3.9. Third party products will usually fall outside of our workmanship guarantee and any issue encountered with them will need to be addressed with the original supplier.

4. Installation Start Dates

- 4.1. We endeavour to commence the installation works within the week agreed with our surveyor at the time of booking your installation.
- 4.2. We cannot guarantee that your installation will commence on a Monday, but we will contact you the week prior to your scheduled week to update you of any changes to the proposed start date/s.
- 4.3. Due to unexpected circumstances, an installation date can sometimes change. We will always inform you as soon as possible if this was to be the case.
- 4.4. Installations do not always run as per the schedule and may be either shorter or longer than expected depending on the project complexities. Our team will keep you informed of progress throughout the project.

5. Installations

- 5.1. The company will remove and dispose of anything left in the kitchen or bathroom, so please ensure before we arrive that you remove any fixtures or fittings you wish to keep or reuse (your fitter can also help remove and set aside any items you wish to retain).
- 5.2. We will take all reasonable precautions during the removal of your old bathroom or kitchen. However, there is a chance (whilst rare) when removing existing items and loosening old plaster that the vibrations may cause cracking to other adjacent walls. If this does happen, we will repair the area ready for you to arrange suitable re-decoration by others.
- 5.3. During this process, and throughout the installation, the utmost care will be taken to ensure that the risk of damage is minimal.



- 5.4. The fitters will take all reasonable steps to ensure your property is not damaged during the installation.
- 5.5. When floorboards are lifted, there is the possibility that the plaster on the ceiling below may crack, and in some cases, leave fixings visible such as nails and screws. If this does occur, the fitting team will repair the area ready for you to arrange suitable re-decoration. Again, during this process, and throughout the installation the utmost care will be taken to ensure that the risk of damage is minimal.
- 5.6. During the installation, carpets and flooring are always protected with a plastic covering; unfortunately, there is no such protection for walls. The fitters will always take the utmost care when in your home, however, when handling large heavy items upstairs and through hallways minor damage, such as chips or scuffs, may occur. If this does happen, we'll repair the area ready for you to arrange suitable re-decoration.

6. Plumbing & Heating

- 6.1. Our installation costs are based on a plumbing and heating system that is fully serviceable and working without fault.
- 6.2. We will need to easily access your water tanks and get above the bathroom itself to install any extractor fan or lighting. It is your responsibility to ensure such access is clear and safe for us to enter. In the event you are unable to achieve this, we will do so on your behalf. This clearance work may be charged for and it is not usually included in your original quotation.
- 6.3. As standard we conceal all pipe-work and shower-valves in the walls which creates a clean and professional finish to your bathroom. As this detail increases the risk of damage to adjacent walls, should you wish to avoid this possibility altogether please let us know prior to work starting.
- 6.4. When installing a shower booster pump, pump manufacturers require a minimum of 50 gallons stored water to prevent the pump running dry. (this is the large water storage tank usually positioned in your loft space). In the event that you have insufficient capacity in your water tanks to support the use of a shower pump, we will quote to provide this additional capacity, if required, either during the installation or at the technical survey. In the event you do not wish to have this work carried out, the fitters will be unable to install the shower booster pump. (water tank capacity is usually discussed during our technical survey).
- 6.5. Occasionally, existing plumbing issues may be discovered during the installation that may hinder or not allow the installation to proceed.
- 6.6. Items such as seized stop cocks, gate valves and ball valves.
- 6.7. On your heating system, items such as faulty motorised valves & pumps can also occasionally be found to be defective and if so, additional costs may apply to rectify any faults.



- 6.8. While the fitters are working within your home, they will need to close water supplies to the room being worked in. If your isolation valves, such as stopcocks, are poorly maintained and have seized open or closed, they will need to be replaced for the work to continue. These will be priced separately as additional charge and are not usually included in your original quotation.
- 6.9. We won't carry out any work without your consent and a quotation will be provided and a price will be agreed with you if work is to be carried out.
- 6.10. Any additional costs will be itemised on your Installation Changes Tracker with your final invoice. See point 1.3 and * note for further details.

7. Electrics

- 7.1. The current electrical regulations are very stringent and Part P Electrical Certification is a legal requirement.
- 7.2. All of our electricians are fully qualified and NIC registered, and in order for them to sign-off works carried out on your property they have to conform to all current wiring and electrical regulations (18th Edition).
- 7.3. Whilst our bathroom and kitchen surveyors endeavour to identify all works required to complete your installation, they are not qualified electricians or electrical specialists.
- 7.4. If there is any doubt about the compliance of your existing wiring and/or fuse board, our electrician will be asked to identify whether it will be necessary to upgrade components of your electrical system and/or your fuse board to enable us to certify the new work and to meet the current 18th Edition wiring regulations (more often than not, this is identified during your technical survey).
- 7.5. This is a legal requirement for your safety. Should a new fuse board be required, fault rectification or earth bonding, this will be an additional cost, unless specifically covered within our original quotation.
- 7.6. We won't carry out any work without your consent. Any additional costs will be discussed in full before going ahead and will be itemised on your final invoice.
- 7.7. When installing your lighting, it is likely that our electricians will have to remove loft insulation. This insulation will be left off after the lighting is installed in order to prolong the life of the light fitting and prevent overheating

8. Building Work

- 8.1. Substrate walls, ceilings and floors; Occasionally, we may find upon the removal of your old bathroom or kitchen, that the surfaces presented to us are not of a suitable standard to allow us to carry out the installation to our usual



- high standard.
- 8.2. Work may be required to reinstate a surface (wall, floor, ceiling) back to a suitable standard. For example, a plasterboard wall that has suffered previous water damage, or a badly cracked ceiling that is loose. We won't carry out any work without your consent.
 - 8.3. Any additional costs will be discussed in full before going ahead and will be itemised on your final invoice.
 - 8.4. Prior to any structural work, an assessment of the building will take place to ensure that it is safe and sound to proceed with said work.
 - 8.5. Small amounts of movement can occur during any structural work. All possible precautions will be carried out to ensure these are either minimal or non-existent.

9. Asbestos

- 9.1. The NBK installation team cannot carry out works where known asbestos is present.
- 9.2. Any dwellings built or refurbished before the year 2000 may contain asbestos based building materials or components. Typically found in artex and other building materials.
- 9.3. Your surveyor will discuss this with you during the initial survey.
- 9.4. If during your installation we suspect asbestos may be present, we may need to have the area surveyed by a suitably qualified specialist who will take samples of the material in question for analysis.
- 9.5. This will be agreed with you along with any additional costs.
- 9.6. The results of this analysis will determine what work methods are necessary to provide effective control of the risks associated with this material.
- 9.7. If asbestos is found to be present, in all cases, this will require works to be carried out by a licensed contractor - all asbestos work will require a contractor holding a licence with the HSE. We will not instruct a licensed contractor to undertake any works without your consent and a cost will be agreed with you if work is required.
- 9.8. Discovery of asbestos during the installation would likely result in a delay in the completion of your new room.

10. Waste Disposal

- 10.1. If you have agreed that NBK will dispose of your waste, it will be managed by either a collection service or occasionally a skip as appropriate for your installation.



- 10.2.** Fridges/freezers will incur an additional cost if we are requested to dispose of them. Alternatively, customers can contact their local council to dispose of these items.
- 10.3.** Waste will not be removed on a daily basis unless previously discussed and at an agreed cost.
- 10.4.** When a waste collection is scheduled within your project, waste is usually bagged and stored at the front of the property ready for collection.
- 10.5.** The company is the holder of a valid waste carrying licence.
- 10.6.** All of our waste is sorted and sent for recycling.

11. Plastering/Decor

- 11.1.** If additional plastering is required that was not foreseen during any of our surveys, this will be discussed with you.
- 11.2.** We won't carry out any work without your consent.
- 11.3.** Any additional costs will be discussed in full before going ahead and will be itemised on your final invoice.
- 11.4.** Occasionally, cracks in walls, ceilings & coving can appear during installation work.
- 11.5.** Cracks in new plaster can also occur, this is due to the drying out process and settlement of the new materials. Should this arise, we will discuss it with you.
- 11.6.** Customers who wish to do their own decorating will also be responsible for all filling of holes, caulking, sanding & decor preparation, ie, the typical works of all qualified decorators in preparation of the application of paint.

12. Additional Works

- 12.1.** After you have signed off your final project specification (the sign off constitutes either a verbal agreement at our showroom, or email confirmation following final specification preparation), you may decide that you wish for additional work to be carried out.
- 12.2.** We always aim to carry out this work during your allocated installation period; if this is not possible we will advise you prior or at the point of providing you with our quotation.
- 12.3.** Additional works over the value of £250.00 will be invoiced separately and usually follow the structure of 50% on accepting our quote and 50% on completion of the additional works.

13. Cancellation Rights and starting work with the 14 day cancellation period



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- 13.1. Under The Consumer Contracts (Information, Cancellations and Additional Charges) Regulation 2013, you have the right to cancel this contract within 14 working days of the contract (either verbal or written) being agreed. (this includes being directed to our website to view the terms and conditions online).
- 13.2. During that period if you choose to cancel the contract, any money paid by you will be refunded*.
- 13.3. The contract can be considered to have been agreed between the client and the company with any of the following having taken place:
 - 13.3.1. Payment of any deposit to NBK
 - 13.3.2. Verbal confirmation from customer to NBK in person or over the phone that you wish to proceed with your installation booking
 - 13.3.3. Confirmation via email or writing that you wish to proceed with your installation booking

*However, if you have already given verbal or written (including post or email) approval for any work to begin (this could include specialist surveys, ordering of goods or other preparation works that incur costs to the company) before the end of the cancellation period you will be required to pay for the goods or services already provided.

- 13.4. If you wish for work to start prior to the expiry of the cancellation period (usually applicable to additionally requested work whilst the project is underway), we will require email confirmation of this request (the NBK team will let you know what is required at the time). We ask that where additional work is being carried out on site, that you confirm as soon as possible that you wish for us to proceed via email to prevent any unnecessary delays.
- 13.5. If you wish to cancel your project after the 14 working days notice period, please note the following will apply:
 - 13.5.1. Cancellations after the 14 working day notice period have no guarantee of being refunded - whilst cancellations are rare, due to the complexity and bespoke nature of our business we are required to handle cancellations on a case by case basis. When assessing your cancellation we would consider the following:
 - 13.5.2. The administration time spent on your project by the team including showroom staff, HQ staff and installation staff (includes all time spent in designing, specification, pre-orders, orders, returning of goods if possible/applicable and or any survey time pre and post go ahead.
 - 13.5.3. Product and Materials status - including but not limited to; if your project products have or have not been ordered, if there are any special order products, what the returns policy is for said products, if there are any handling fees applied by the suppliers.
 - 13.5.4. Installation Fitting/Building Team Status - all of our fitters and installers are allocated to your project at point of go ahead, this means that we have committed to you to have that person/s available for the duration of your project. Depending on the complexity of your project and also



the notice time between cancellation notice and installation start date we may or may not be able to reassign the labourers to another job. In the unlikely event that we have a cancellation we will do our utmost to reassign all labourers as it is in all parties best interests, however, if we are unable to do so then the profit element of your project will become non-refundable.

- 13.5.5. Cancellation refunds require bank details for payment via BACS transfer in the same name as the project customer.
- 13.5.6. Cancellation refund payments will be made within 7-14 working days unless otherwise agreed.
- 13.5.7. Applying for a refund on behalf of a deceased person/s will require supporting documentation in the form of a copy of the death certificate as well as supporting documentation of the executor or administrator (usually via solicitor), proof of identification as executor or administrator.
- 13.5.8. If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by email or post) this to the NBK showroom you have been working with i.e. 2 Heigham Street, Norwich, NR2 4TE or Inspire House, 1 Vinces Road, Diss, IP22 4HQ. The person named on the notice should be the 'NBK Team'. We ask that you follow the following template should you wish to advise on notice of cancellation:

Customer Cancellation Notice - Name of Customer - Project Address and Correspondence Address if different - I/We hereby give notice that I/We wish to cancel my/our contract dated; 00/00/00 - Customer Signature (email signature if sending via email) - Date.

14. Complaints Handling Policy

- 14.1. Should you have a complaint we kindly ask you to contact the managing director Gareth Pendleton. You can reach Gareth via the sales@n-b-k.co.uk email address marking the email FAO Gareth. Here at NBK we take our customer service very seriously and welcome the opportunity to have an open discussion with you should you feel dissatisfied with your NBK journey. We do have access to an alternative dispute resolution scheme via Which? Trusted Traders. As a Which? Trusted Trader we have joined this scheme to offer our customers reassurance and peace of mind that in the event of a dispute we will endeavour to resolve that matter both swiftly and fairly. **Which? Trusted Trader Complaints Policy** - The business always endeavours to provide the best service. However, on rare occasions there may be times where a customer may not be completely satisfied. To ensure the business can put things right for you, as soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out based on



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the contract terms and to the high standards the business aims to achieve. Please contact the business straight away with any concerns either by phone, email or write to us. If writing, get proof of posting. **Which? Business Complaint Procedure** - On receipt of your complaint the business aims to respond within 5 days. The business will arrange a convenient date to come and view and/or remedy the situation within 28 days. In the unlikely event the business is unable to resolve your complaint having exhausted the business complaints procedure, it may be necessary to use another complaint service. Where the business cannot resolve the complaint to your satisfaction and/or agree to the final resolution requests confirmed to us; and both parties agree a 'deadlock' has been reached, you can then escalate your complaint. The business has access to an Alternative Dispute Resolution (ADR) service for our domestic installation, service, repair and maintenance contracts as part of the Which? Trusted Traders Endorsement. If you choose to, you can refer your complaint to Which? Trusted Traders' Alternative Dispute Resolution. You will need to contact Which? Trusted Traders on 02922670040 who can explain if you are eligible to use their Alternative Dispute Resolution.

15. Privacy Policy

- 15.1. Please see our 'Privacy Policy' on our website at www.n-b-k.co.uk to see how we process and deal with your data & information.

We hope the above meets with your approval and please call if you have any queries.

Thank you.



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